

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

SOLUCIENT, LLC, a Delaware limited liability company

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other DE limited liability company

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) March 24, 2005

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: WELLS FARGO FOOTHILL, INC., AS AGENT

Internal

Address: Suite 3000 West

Street Address: 2450 Colorado Avenue

City: Santa Monica

State: California

Country: USA Zip: 90404

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship a California corporation
☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
Please see attached Schedule I.

B. Trademark Registration No.(s)
Please see attached Schedule I.

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: FEDERAL RESEARCH CO. LLC

Internal Address: c/o Penelope Agodoa

Suite 920

Street Address: 1030 15th Street NW

City: Washington

State: DC Zip: 20005

Phone Number: (202) 783-2700

Fax Number: (202) 783-0145

Email Address: pagodoa@federalresearch.com

6. Total number of applications and registrations involved:

33

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 840.00

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 503155
Authorized User Name FRC

9. Signature: Kimberly A. Lathrop

Signature

04-06-05

Date

Kimberly A. Lathrop

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARKS

Solucient, LLC

Trademarks and Servicemarks: Marks with an (*) are no longer in use. The trademarks "HBSI EXPLORE" and "STCS" are used by Solucient, LLC in the conduct of its business. They are not used by the HBSI, which is no longer conducting any business operations.

<u>Description</u>	<u>Application/ Registration No.</u>	<u>Issue Dates</u>
DataBridge	2,265,199	07/27/99
100 Top Hospitals	2,421,001	01/16/01
Providerview	2,594,640	07/16/02
SoleSource	1,994,898	08/20/96
ScriptSwitch	2,496,268	10/09/01
Peer-A-Med	2,531,361	01/22/02
	1,806,540	11/23/03
Solucient	2,640,722	10/22/02
	2,640,723	10/22/02
	2,650,431	11/12/02
	2,711,891	04/29/03
Solucient and	2,640,724	10/22/02
Design	2,633,028	10/08/02
	2,640,725	10/22/02
	2,711,892	04/29/03
FATHOM*	2,219,220	01/19/99
HBSI ACTION*	2,096,526	09/16/9
HBSI CALIBER*	2,141,496	03/03/98
HBSI EXPLORE	2,468,060	07/10/01
	2,459,898	06/12/01
STCS	2,598,453	07/23/02
HBS International*	2,187,167	09/08/98
HouseholdView	2,833,168	4/13/04
Auto-Audit	1,674,087	02/04/02

<u>Trademark Applications</u>	<u>Application No.</u>	<u>Issue Dates</u>
ACTION O-I	78/147,386	Filed 8/02
HealthView Plus	78/151,187	Filed 8/02
ACTracker	78/242,929	Filed 4/29/03

In addition, the Solucient, LLC or its predecessors may have registrations or applications for the following trademarks, none of which is currently in use by Solucient, LLC:

<u>Description</u>	<u>Application/ Registration No.</u>	<u>Issue Dates</u>
INWIN	2410094	12/5/00
IQRM	2246972	11/24/1999
COMPS	75/204053	11/24/1999
INSYTE	1050332	10/12/76
EQCEL	1835253	3/3/1994
ACCUCODE	1496572	6/27/1991

Trade Names

Solucient

Trademark Licenses

None.

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 24th day of March, 2005, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO FOOTHILL, INC.**, in its capacity as Agent for the Lender Group and the Bank Product Providers (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated March 24, 2005 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among the lenders identified on the signature pages thereto (such lenders, together with their respective successors and permitted assigns, are referred to hereinafter each individually as a "Lender" and collectively as the "Lenders"), Agent, **SOLUCIENT, LLC**, a Delaware limited liability company ("Borrower"), each of Borrower's Subsidiaries identified on the signature pages thereto, **HCIA HOLDING, LLC**, a Delaware limited liability company, and **HBS INTERNATIONAL, INC.**, a Washington corporation, the Lender Group agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement dated March 24, 2005 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and rights in and to Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all extensions, modifications and renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent and Lenders, including priority of right, title, and interest of Lenders, with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SOLUCIENT, LLC,
a Delaware limited liability company

By: 

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC.,
a California corporation,
as Agent

By: _____

Name: _____

Title: _____

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003086 FRAME: 0540

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SOLUCIENT, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC.,
a California corporation,
as Agent

By:  _____

Name: CHARLES LEE

Title: VP

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003086 FRAME: 0541

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Solucient, LLC

Trademarks and Servicemarks: Marks with an (*) are no longer in use. The trademarks "HBSI EXPLORE" and "STCS" are used by Solucient, LLC in the conduct of its business. They are not used by the HBSI, which is no longer conducting any business operations.

<u>Description</u>	<u>Application/ Registration No.</u>	<u>Issue Dates</u>
DataBridge	2,265,199	07/27/99
100 Top Hospitals	2,421,001	01/16/01
Providerview	2,594,640	07/16/02
SoleSource	1,994,898	08/20/96
ScriptSwitch	2,496,268	10/09/01
Peer-A-Med	2,531,361	01/22/02
	1,806,540	11/23/03
Solucient	2,640,722	10/22/02
	2,640,723	10/22/02
	2,650,431	11/12/02
	2,711,891	04/29/03
Solucient and	2,640,724	10/22/02
Design	2,633,028	10/08/02
	2,640,725	10/22/02
	2,711,892	04/29/03
FATHOM*	2,219,220	01/19/99
HBSI ACTION*	2,096,526	09/16/9
HBSI CALIBER*	2,141,496	03/03/98
HBSI EXPLORE	2,468,060	07/10/01
	2,459,898	06/12/01
STCS	2,598,453	07/23/02
HBS International*	2,187,167	09/08/98
HouseholdView	2,833,168	4/13/04
Auto-Audit	1,674,087	02/04/02

<u>Trademark Applications</u>	<u>Application No.</u>	<u>Issue Dates</u>
ACTION O-I	78/147,386	Filed 8/02
HealthView Plus	78/151,187	Filed 8/02
ACTracker	78/242,929	Filed 4/29/03

In addition, the Solucient, LLC or its predecessors may have registrations or applications for the following trademarks, none of which is currently in use by Solucient, LLC:

<u>Description</u>	<u>Application/ Registration No.</u>	<u>Issue Dates</u>
INWIN	2410094	12/5/00
IQRM	2246972	11/24/1999
COMPS	75/204053	11/24/1999
INSYTE	1050332	10/12/76
EQCEL	1835253	3/3/1994
ACCUCODE	1496572	6/27/1991

Trade Names
Solucient

Trademark Licenses
None.